

1 BILL NO. S-87-04-56

2 SPECIAL ORDINANCE NO. S-109-87

3 AN ORDINANCE approving the Contract  
4 for Res. 6087-87, Hanna-Creighton  
5 NSA '87, between Gaines Construction  
6 and the City of Fort Wayne, Indiana,  
7 in connection with the Board of  
8 Public Works and Safety.

9 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL  
10 OF THE CITY OF FORT WAYNE, INDIANA:

11 SECTION 1. That the Contract for Res. 6087-87, Hanna-  
12 Creighton NSA '87, by and between Gaines Construction and the  
13 City of Fort Wayne, Indiana, in connection with the Board of  
14 Public Works and Safety, for:

15 the improvement of the following:  
16 (1) HANNA STREET from Taber Street  
17 to Pointiac Street with new side-  
18 walks and curbs. (2) PONTIAC  
19 STREET from Anthony Blvd. to Central  
20 Avenue - North Side only with new  
21 curbface walk;

22 the Contract price is Eighty-Four Thousand Eight Hundred Forty-  
23 Seven and 81/100 Dollars (\$84,847.81), all as more particularly  
24 set forth in said Contract, which is on file in the Office of  
25 the Board of Public Works and Safety and, is by reference incor-  
26 porated herein, made a part hereof, and is hereby in all things  
27 ratified, confirmed and approved. Two (2) copies of said Contract  
28 are on file with the Office of the City Clerk and made available  
29 for public inspection, according to law.

30 SECTION 2. That this Ordinance shall be in full force  
31 and effect from and after its passage and any and all necessary  
32 approval by the Mayor.

33 Samuel J. Talarico  
Councilmember

34 APPROVED AS TO FORM  
35 AND LEGALITY

36 Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by Talarico  
seconded by Esteban, and duly adopted, read the second time  
by title and referred to the Committee Public Works (and the City  
Plan Commission for recommendation) and Public Hearing to be held after  
due legal notice, at the Council Chambers, City-County Building, Fort Wayne,  
Indiana, on \_\_\_\_\_, the \_\_\_\_\_ day of  
\_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ .M., E.

DATE: 4-28-87

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Talarico  
seconded by Stier, and duly adopted, placed on its  
passage. PASSED (LOST) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	_____	_____	_____	_____
<u>BRADBURY</u>	<u>✓</u>	_____	_____	_____	_____
<u>BURNS</u>	<u>✓</u>	_____	_____	_____	_____
<u>EISBART</u>	<u>✓</u>	_____	_____	_____	_____
<u>GIAQUINTA</u>	<u>✓</u>	_____	_____	_____	_____
<u>HENRY</u>	<u>✓</u>	_____	_____	_____	_____
<u>REDD</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT</u>	<u>✓</u>	_____	_____	_____	_____
<u>STIER</u>	<u>✓</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>✓</u>	_____	_____	_____	_____

DATE: 5-12-87

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort  
Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)  
(SPECIAL) (ZONING MAP) ORDINANCE (RESOLUTION) NO. S-109-87  
on the 12th day of May, 1987,

ATTEST:

(SEAL)

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Mark E. Aspinwall  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana,  
on the 13th day of May, 1987,  
at the hour of 11:30 o'clock A.M., E.S.T.

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 14th day of May,  
1987, at the hour of 11:00 o'clock A.M., E.S.T.

Win Moses, Jr.  
WIN MOSES, JR., MAYOR

**INVITATION FOR BIDS/AWARD OF CONTRACT\***  
(Federally-Assisted Construction)

**PROJECT:** HANNA-CREIGHTON NSA'87

**RESOLUTION #** 6087-87

**CONTENTS**

Check if contained	Pages	
X	1	Cover Sheet
X	I1 - I11	Instruction to Bidders
X	S1	Schedule
X		Schedule of Items (Itemized Proposal)
X	GP1 - GP17	General Provisions
X	GPA1 - GPA6	Federal Labor Standards Provisions
X		Special Conditions
X		Plans and Specifications
X		Drawings
X		Improvement Resolution
X		Notice to Bidders

**ATTACHMENTS**

X		Certification of Non-Segregated Facilities
X		Non-Collusion Affidavit
X		Bidder's Bond
X		Performance Bond
X		Sworn Experience Questionnaire
X		Plan and Equipment Questionnaire
X		Contractor Financial Statement 96-A
X		Certificate in Lieu of Financial Statement
X		Prevailing Wage Scale - State of Indiana
X		Federal Wage Scale
X		Payment Bond
X		Warranty Bond
X Barricade Information & Certification of Bidder/Vendor on Anti-Apartheid		
Discount for Prompt Payment    10 Calendar Days    20 Calendar Days    30 Calendar Days    Other		
(See General Provisions Clause) <u>      2      </u> <u>      2      </u> <u>      2      </u> <u>      </u>		
Acknowledgement of Amendments	Amendment No.	Date

\*\*\*\*\*

**BID SUBMITTED**

Contractor GAINES Const Co INC  
By Henry Gaines  
Its V-Pres

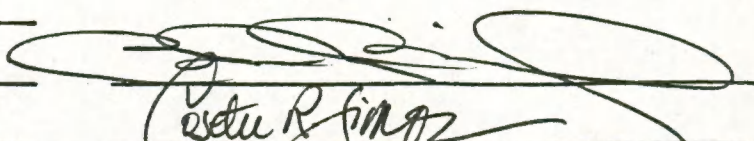
Offer Date April 8 1987

Compliance: J. Adams

Bidder agrees to keep bid open for acceptance for        days (90 days unless otherwise specified.)

**ACCEPTANCE OF BID/AWARD OF CONTRACT**

City of Fort Wayne  
Board of Public Works

City of Fort Wayne  
Mayor



INSTRUCTIONS TO BIDDERS  
Board of Public Works and Safety  
City of Fort Wayne, Indiana

March 20, 19<sup>87</sup>  
Federally-Assisted Construction

1. Submission of Bids. Sealed bids will be received by The Board of Public Works and Safety of the City of Fort Wayne, in the State of Indiana, hereinafter "The Board" until 9:00 o'clock <sup>AM</sup> on the 8th day of APRIL, 19<sup>87</sup>, at the Office of The Board in the City-County Building, at which time the bids will be publicly opened and read, for the following described work, as more fully set forth in the specifications:

RESOLUTION NO. 6087-87 HANNA-CREIGHTON NSA'87

To improve : 1) Hanna St. From Taber to Pontiac St. with new sidewalks & curbs

2) Pontiac St. From Anthony Blvd. to Central Ave. - North Side only with new  
Curbface Walk

2. Inclusion of Clauses - If a clause in the Invitation for Bids (IFB) has a box ☐ beside it, the clause applies to the IFB only if it contains a check mark (✓) or an "X". Any questions as to whether a clause is included or not should be referred to The Board.

3. Questions as to Bid Document. If a bidder finds discrepancies in, or omissions from, the bid document or has questions about the project, he should at once contact the City Engineers. If the information requested or change made is substantive, The Board will issue an amendment to the solicitation and will send such amendment to all potential bidders who have procured an Invitation for Bid (IFB). The Board and the City will not be responsible for any oral instructions.

4. Award of Contract (Timeliness, Responsiveness, Responsibility). A contract resulting from the Invitation for Bids will be awarded to the lowest and best timely bidder who is also responsive and responsible. If bids are otherwise equal, award will be made to that bidder granting the largest prompt payment discount.

5. Bid Requirements. All bids shall be endorsed with the title of the work, the name of the bidder, and the date of mailing or presentation. All bids shall be filed in the office of The Board on or before the day and hour set forth above and stated in the advertisement, and no bid received after that time will be accepted. The Board will not accept any late filing regardless of reason, including delays in the mail.

All bids shall include the exact quantities of each item shown on the bidding form for each section of the work, and unless the IFB otherwise states, the total cost of the various sections shall be considered a lump sum bid.

6. Examination of Bids For Responsiveness. After the bids are opened and read, The Board will examine them to determine if they are responsive. In order to be responsive, the bidder must complete all blanks requiring completion, and must submit all information required to be submitted. Any alteration, erasure, or interlineation of the contract or the IFB may cause the bid to be determined non-responsive. Proposals which are unbalanced may also be determined non-responsive.

However, The Board reserves the right to accept any bid, to reject any and all bids, and to waive defects or irregularities on any bid.

7. Determination of Responsibility. Prior to awarding any contract pursuant to this Invitation for Bids, The Board will make a determination of responsibility. An award of a contract to a bidder shall constitute an affirmative determination of responsibility.

In reaching a determination of responsibility, The Board can consider among other factors:

- (a) The Contractor's record of integrity.
- (b) The Contractor's experience and past performance record in construction work.
- (c) The Contractor's financial status.
- (d) The Contractor's capability to perform the project.
- (e) Whether the bidder is in arrears upon or in default of any debt, contract or other obligation to the City of Fort Wayne.
- (f) Whether the bidder is debarred from Federal or City of Fort Wayne contracts.
- (g) The bidder's record in MBE/WBE compliance.
- (h) Whether the bidder is engaged in litigation with the City of Fort Wayne.

In arriving at a determination of responsibility, The Board may institute a pre-award survey on any or all bidders. That pre-award survey may examine any of the considerations relating to a bidder's responsibility as set forth above. Bidders will cooperate with the pre-award survey team. Failure to cooperate can result in a finding of non-responsibility.

☐ 8. Prequalification - In addition to being timely, responsive, and responsible, a bidder must also be prequalified by the State Department of Highways in order to be awarded a Contract.

9. Bid Bond or Deposit. Each bid must be accompanied by a bond executed by the bidder and surety satisfactory to The Board, in a sum of FIVE percent (5%) of the aggregate amount of the bid, but in no case less than \$100.00; or the bidder may deposit with The Board in lieu of such bond, a certified check on a solvent bank in a sum of        percent (—%) of the aggregate bid or proposal, but in no case less than \$100.00, which certified check shall be payable to the City of Fort Wayne. The bid bond or certified check shall serve as a guarantee that should the said bid be accepted by The Board, the bidder will, within ten (10) days after the time he is notified of the acceptance of the bid, enter into a contract with the City of Fort Wayne for the work bid upon and give bond with surety to be approved by The Board, insuring the faithful completion of the contract.

In case a bid is not accepted, the obligation of the said bond shall be null and void and the certified check will be returned to the bidder, as the case may be. In case a bid is accepted, and the bidder does not enter into a contract with the City of Fort Wayne for the work bid upon within ten (10) days after notification of award, then the obligation of the bond or the certified check shall be forfeited to the City of Fort Wayne for ascertained and/or liquidated damages for failure to enter into a contract: Provided that, the City's action in forfeiting the bond or retaining the certified check shall not preclude the City from taking any further action against the contractor to recover for all actual damage the City has suffered.

10. Sworn Experience Questionnaire, Plan and Equipment Questionnaire and Contractor's Financial Statement. Each bidder will submit with and as part of its bid the following documents under oath and on forms prescribed by the State Board of Accounts, or shall have the following forms on file with The Board which shall not be less than one year old.

- (a) Experience Questionnaire.
- (b) Plan and Equipment Questionnaire, and
- (c) Contractor's Financial Statement (Form 96-A)  
or Certificate in Lieu of Financial Statement.

11. Execution of Additional Bid Documents. In addition to all documents previously mentioned as having to be executed and submitted as part of the bid, each bidder will be required as part of its bid to execute and submit the following documents as specified below:

- (a) Certification of Non-Segregated Facilities
- (b) Non-Collusion Affidavit
- ☐ (c) Prequalification Statement
- (d)
- (e)

12. Brand Name or Equal-Specified Materials or Equal. Where, in the specifications, one or more specified materials, trade names, or articles of certain manufacture are mentioned, it is done for the purpose of establishing a basis of durability and proficiency, and not for the purpose of limiting competition. The bidder can submit other names of materials and, if, the Director of The Board, determines that they are equal in durability and sufficiency to those mentioned and of a design in harmony with the work as outlined, then the bid will be accepted as responsive. However, if the Director of The Board determines that such materials are not equal, then the bid may be rejected as non-responsive. Consequently, bidders are advised to submit any such request for changes or deviations in materials to the Director of The Board prior to submitting bids. Any approval of deviation will be by written amendment to the solicitation and will be submitted to all bidders who have obtained IFBs.

13. Minority Business Enterprise/Women Business Enterprise Requirements.

(CONSTRUCTION)

It is the policy of the City of Fort Wayne that Minority Business Enterprises and Women Business Enterprises should participate to the greatest extent possible consistent with the State Law in Procurement Contracts awarded by the City of Fort Wayne.

In order to fulfill this policy, the City of Fort Wayne has adopted General Ordinance G-16-84 (Chapter 7 of the Code of the City of Fort Wayne) which sets participation goals for procurement contracts of at least 7% for Minority Business Enterprises and at least 2% for Women Business Enterprises. To meet the participation goals, a Minority Business Enterprise may be either a prime contractor, sub-contractor, or a joint venture.

Minority Business Enterprise (MBE) is a business of which at least 51% is owned and controlled by minority group members. ("Minority" means Black, Hispanic, American Indian, Asian, Pacific Islander, and Alaskan Native). The minority owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the minority owners must be real, substantiated and documented.

Women Business Enterprise (WBE) is a business of which at least 51% is owned and controlled by women. The women owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the women owners must be real, substantiated and documented.

The contract for which this proposal/bid is prepared is governed by the MBE/WBE Ordinance. This form must be completed in order to be responsive to this IFB/RFP. If the participation goal of 7% for MBE and 2% for WBE are not met or exceeded in your bid or proposal, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated in determining whether the bidder/offeror is responsible.

A list of possible MBE/WBE contractors/suppliers are on file in the Compliance Office, Room 800, City-County Building, for Contractor review.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO THE MBE/WBE GOALS OF THE CITY FOR WORK DONE PURSUANT TO THIS CONTRACT:

- A. MBE The undersigned firm certifies that it is an MBE/WBE Contractor (cross out inapplicable provision).

For MBE specify percentage of minority ownership  
100%.

For WBE specify percentage of women ownership  
\_\_\_\_%.

- B. \_\_\_\_\_ The undersigned certifies that they are a joint venture in which the following (MBE/WBE) firm \_\_\_\_\_ (cross out inapplicable provision) is a joint venture partner.

The MBE/WBE firm (cross out inapplicable provision) shall have 100 % participation (employees) 98 % participation (costs) in this project.

Specify the percentage of minority/women ownership in the MBE/WBE firm MBE % (cross out inapplicable provision).

- C. The undersigned commits \_\_\_\_\_ % of the total bid price as a subcontract to minority business enterprise participation. The MBE firms which are proposed as subcontractors are the following:

<u>Name of Firm</u>	<u>Address</u>	<u>Type of Work</u>
---------------------	----------------	---------------------

1.		
2.		
3.		

- D. The undersigned commits 2 % of the total bid price as a subcontract to women business enterprise participation. The WBE firms which are proposed as subcontractors are the following:

<u>Name of Firm</u>	<u>Address</u>	<u>Type of Work</u>
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1. Catherine Beckum Hanna		Trucking
2.		
3.		

- E. (Complete (1) and (2) below if participation goals of 7% MBE and 2% WBE have not been met)

1. My Company cannot meet the participation goals for the following reasons: \_\_\_\_\_

2. We have taken the following steps in an attempt to comply with these participation goals: \_\_\_\_\_

(attach additional sheets as necessary)

Contractor Gaines Const  
By Henry Gaines  
Its V-Preo

Contractor Gaines Const.  
By Henry Gaines  
Its V-Preo

14. Minority/Female Hourly Employment Requirements.  
The City's policy is to encourage a greater utilization of minority and/or female employees in City construction projects. The Board of Works has, therefore, adopted a minimum goal of 17% of the total work hours on each project to be expended by minority and/or female employees. ("Minority" shall include: Blacks, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native.)

The bidder shall state in "A" below the percentage of total work hours which the bidder and his subcontractors will employ and utilize women and minority employees on this project. If a contract is awarded as a result of this bid, the percentage figure set forth in "A" shall become contractually binding on the bidder. The successful bidder will also be required to prepare reports for the City demonstrating compliance with this percentage and will allow city officials access to his records, facilities and work site and to those of his subcontractors to determine compliance.

The bidder must fill in the required blanks in this clause in order to be responsive to this IFB. If the bidder does not meet or exceed the hourly utilization goal of 17% minority/female participation, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated to determine whether the bidder is responsible.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO MINORITY/FEMALE HOURLY UTILIZATION.

A. The undersigned firm certifies that it will employ and utilize minorities and females and will ensure that its subcontractors employ and utilize minorities and females so that minorities and females will work at least 17% of the total hours worked on this project.

B. Complete (1) and (2) below if the hourly utilization figure set forth in "A" is less than 17%.

1. My Company and its subcontractors cannot meet the 17% minimum hourly utilization figure for the following reasons: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

2. My Company has taken the following steps in an attempt to comply with the 17 $\frac{1}{2}$  hourly utilization figure: \_\_\_\_\_

\_\_\_\_\_  
(attach additional sheets if necessary)

Contractor GAINES Const Co Inc.  
By Henry Gaines Co  
Its V. Pres.

15. NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE  
EQUAL EMPLOYMENT OPPORTUNITY, EXECUTIVE ORDER 11246.

(Applicable to All Bids on Federally Assisted Procurement Contracts and Subcontracts in Excess of \$10,000.00)

A. The Offeree's or Bidder's attention is called to the "Equal Opportunity Clause and the "Standard Federal Equal Employment Specifications" set forth herein.

B. The goals and timetable for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all procurement work in the covered area, are as follows:

Time- Tables	Goals for minority participation for each trade	Goals for female participation in trade
	Insert goals for each year	Insert goals for each year
	4.4	6.9

These goals are applicable to all the Contractor's procurement work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs procurement work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the

goals for both its federally involved and nonfederally involved procurement.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

C. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

D. As used in the Notice, and in the contract resulting from this solicitation, the "covered area" is the City of Fort Wayne, County of Allen, State of Indiana.

16. Required Prevailing Wage Schedule Payments - Federally Funded Projects. The contractor must, at a minimum, follow the Federal Labor Standard Provisions and the highest of the following for each position; (a) Federal wage scale, and benefits or (b) the local wage rate and benefits determination.

If a bidder is awarded a contract as a result of this Invitation for Bids, he/she/it shall file a schedule of wages, on forms provided by the City of Fort Wayne, demonstrating compliance with the appropriate wage rate determination. The successful prime contractor shall be responsible for obtaining schedules from all subcontractors. All schedules shall be filed before the contractor commences any work on the project.

17. Site Orientation. A site orientation (~~will~~/will not) be conducted by the City Engineers. If such an orientation is conducted, it will be held on the \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, commencing at \_\_\_\_ o'clock \_\_\_\_ M. at the site of the project.

Regardless of whether a site orientation is conducted or not, bidders are required to visit the site of the work, and inform themselves fully of the conditions, under which the work will be performed. The bidders shall be responsible for all conditions that affect the work, including, but not limited to all sub-surface conditions.

18. Performance Bond. The successful bidder, at the time of signing the contract will be required, at his own expense, to furnish a bond guaranteeing faithful execution of the contract, in full amount of the contract price, executed by the bidder and a surety to be approved by The Board, on the bond form issued by The Board. The Performance Bond shall contain the following clause: "The said Surety, for value received, hereby stipulates and agrees, that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the contract, or to the work or specification."

19. Additional Bonds. If bidder is awarded a contract he will also be required to execute with surety, satisfactory to The Board:

- ☐ A. Payment Bond. In the amount of payments to be made under the contract.
- ☒ B. Warranty Bond. In the amount of the contract warranties the contractor performance for a period of three years after the date of the City acceptance.

20. Councilmanic Approval and Ratification of Contract. This Agreement, although executed on behalf of the Owner by the Mayor and The Board shall not be binding upon the Owner unless and until the contract has been ratified and approved by the Common Council of the City of Fort Wayne, Indiana. If the Common Council fails to approve the contract within ninety days after the date of bid opening, then the Contractor shall not be bound to the contract unless he/she/it elects to be so bound.

21. Method of Contract Award. The contract resulting from this IFB will be awarded:

☒ A. On an all or none basis.

☐ B. As follows

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SCHEDULE  
Board of Public Works and Safety

The contractor agrees to furnish at his/her/its own cost all labor, insurance, materials, equipment, and power for the complete performance of the following project:

RES. NO. 6087-87 HANNA-CREIGHTON NSA 87

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All work will be performed in accordance with: Resolution # 6087-87 the IFB, this contract and the applicable plans, specifications, and drawings for a TOTAL PRICE of \$           . (If unit prices are applicable, the contractor agrees to perform for those unit prices as set forth in the Schedule of Unit Prices attached hereto).

The work shall be commenced within ten (10) days after The Board issues a written notice to proceed. All work shall be completed within 8/31/87 days after issuance of the notice to proceed. Those days which the contractor cannot work because of severely inclement weather shall not be counted.

☒ Liquidated Damages Provision. (This clause shall be applicable to this contract only if the box contains a checkmark or an "X".) It is hereby agreed by and between the City of Fort Wayne and Contractor that time is of the essence of this agreement and the contractor agrees that it will complete the project as herein defined on or before 8/31/87 days after issuance of the Notice to Proceed. The parties agree that it is a business and governmental necessity that the project be completed by this date, that it will be difficult or impossible to make an accurate determination of the damages that would be incurred by the City of Fort Wayne, and therefore provide for liquidated damages in the sum of \$ 250.00 per day for each and every day after 8/31/87 days after issuance of the Notice to Proceed that the project remains uncompleted. The parties agree that the sum of \$ 250.00 per day is a reasonable estimate as to the damages which would be incurred by the City of Fort Wayne. The parties further agree that causes beyond the control of the contractor may delay the completion date. Therefore, the parties agree that delays in the completion date beyond the control of the contractor shall not result in liquidated damages.

Delays beyond the control of the contractor can include but are not necessarily limited to, the following: Acts of God, strikes, lockouts or industrial disturbances, acts of public enemies, restraining orders of any kind by the government of the United States of America or of the State of Indiana or any of their departments, agencies, or officials, or any civil or military authority, insurrections, riots, landslides, earthquakes, fires, incapacitating storms, floods, and explosions.

BOND NO. SBA 12224595

BID OR PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, that we Gaines Construction Co., Inc.

as PRINCIPAL, (hereinafter called the Principal), and Indiana Lumbermens Mutual Insurance Company, a corporation duly organized under the State of Indiana and authorized to transact a general surety business in the State of \_\_\_\_\_ as SURETY, (hereinafter called the Surety), are held firmly bound unto:

City of Fort Wayne, Indiana Board of Public Works

as OBLIGEE, (hereinafter called the Oblige), in the sum equal to 5 % of the accompanying bid of the Principal, not, however, in excess of Four Thousand Two Hundred & no/100\*\*\*\*\* dollars, (\$ 4,200.00\*\*\*\*), for the payment of which sum, well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION IS SUCH, That, whereas the Principal has submitted or is about to submit to the Oblige a proposal or bid, dated on or about the date mentioned below, for: (1) the performance of the designated work, or (2) the furnishing of the specified goods, supplies or products, to-wit:

Resolution # 6087-87  
Hannah-Creighton NSA (87)

NOW, THEREFORE, if the Principal shall not legally withdraw said bid within or at the times permitted therefor, but shall duly make and enter into a written contract with the Oblige, in accordance with the terms of said proposal or bid, or any amendment thereof acceptable to the Principal, within the time permitted therefor after such contract forms are presented to the Principal for execution, should the Oblige award the Principal the said work or contract, or any part thereof; and if the Principal shall give bond or bonds for the faithful performance thereof, and/or for payment for labor and materials going thereinto, as in the specifications or contracts provided; or if the Principal shall, in case of failure so to do, pay to the Oblige the damages which the Oblige shall have actually suffered by reason of such failure, not exceeding the penal sum of this bond, then this obligation shall be null and void, otherwise to be and remain in full force and virtue.

PROVIDED, HOWEVER, that no action shall lie, or claim be enforced hereunder, unless the award on the basis of said bid shall have been made within thirty (30) days after the formal opening of said bid, or within the time specified within the bid provisions, whichever time shall be greater, and unless the Oblige hereunder shall give notice to Surety of said award at the time of notification to the Principal; and unless legal action to enforce any claim hereunder shall have been commenced within six (6) months from the date of the formal opening of said bid.

PROVIDED, always, that this Bond shall not be valid and binding upon the Surety unless accompanied by a Certified Copy of a Power of Attorney authorizing the undersigned Attorney-in-Fact to execute such a bond, the Serial Number upon which Copy of Power of Attorney shall correspond with the Bond Number set out above.

Signed, sealed, and dated this 8th day of April, 19 37  
Gaines Construction Co., Inc.

BY \_\_\_\_\_ Principal  
Indiana Lumbermens Mutual Insurance Co.

BY Jerry Bey Attorney-in-Fact



## POWER OF ATTORNEY

PRINCIPAL Gaines Construction Co., Inc.EFFECTIVE DATE April 8, 1987217 West Washington Road

(STREET ADDRESS)

Fort Wayne, Indiana 46825

(CITY)

(STATE)

(ZIP CODE)

CONTRACT AMOUNT \_\_\_\_\_

AMOUNT OF BOND \$ 4,200.00POWER NO. SBA 12224595

KNOW ALL MEN BY THESE PRESENTS, that the Indiana Lumbermens Mutual Insurance Company, a Corporation duly organized and existing under the laws of the State of Indiana, with its principal office in the City of Indianapolis, Indiana, does hereby make, constitute and appoint Jerry Bey

State of Illinois

as its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute, acknowledge and deliver any and all Bonds and undertakings, recognizances, contracts of indemnity, and other writings obligatory in the nature thereof for and on its behalf as follows:

The obligation of the Company shall not exceed one million (\$1,000,000.00) dollars.

And to bind the Corporation thereby as fully and to the same extent as if such Bonds and undertakings, recognizances, contract of indemnity, and other writings obligatory in the nature thereof were signed by the President, sealed and duly attested by the Secretary of the Corporation, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. This Power of Attorney is executed and may be revoked pursuant to and by authority granted by Article IV, Section 2-A (1) and (2) of the By-Laws of the Indiana Lumbermens Mutual Insurance Company, which reads as follows:

- (1) The President or any Vice President shall have the power and authority, by and with the concurrence with the Secretary of the Corporation, to appoint Attorneys-in-Fact for purposes only of executing and attesting to Bonds and undertakings, recognizances, contracts of indemnity, and other writings obligatory in the nature thereof, and at any time to remove any such Attorney-in-Fact and to revoke the power and authority given to him.
- (2) Attorneys-in-Fact when so appointed shall have power and authority, subject to the terms and limitations of the Powers of Attorney issued to them, to execute and deliver on behalf of the Corporation any and all Bonds and undertakings, recognizances, contracts of indemnity, and other writings obligatory in the nature thereof, and such instrument executed by any such Attorney-in-Fact shall be as binding upon the Corporation as if signed by an Executive Officer and sealed and attested by the Secretary.

IN WITNESS WHEREOF, the Indiana Lumbermens Mutual Insurance Company has caused these presents to be signed by its Vice President, attested by its Secretary and its Corporate Seal to be hereto affixed this FIRST day of OCTOBER 1986.

ATTEST:

By L. W. Rodney  
Secretary

Indiana Lumbermens Mutual Insurance Company

By [Signature]  
Vice PresidentSTATE OF INDIANA }  
COUNTY OF MARION } SS:

On this FIRST day of OCTOBER 19 86, before me personally came the individual who executed the preceding instrument, to me known, who being by me duly sworn, acknowledged the execution of the above instrument and did depose and say; that he is the therein described and authorized officer of the Indiana Lumbermens Mutual Insurance Company; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation; and that he signed his name thereto by like order.

August 10, 1990  
My Commission ExpiresLetty M. Nieton  
Notary PublicSTATE OF INDIANA }  
COUNTY OF MARION } SS:

I, the undersigned, Secretary of the Indiana Lumbermens Mutual Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Indiana Lumbermens Mutual Insurance Company, which is still in force and effect.

This Certificate may be signed and sealed by facsimile under and by the authority of the following resolution of the Board of Directors of Indiana Lumbermens Mutual Insurance Company at a meeting duly called and held on the 12th day of June 1973.

"RESOLVED: That the use of printed facsimile of the Corporate Seal of the Company and of the signature of the Secretary on any certification of the correctness of a copy of an instrument executed by the President or a Vice President pursuant to Article IV, Section 2-A (1) and (2) of the By-Laws appointing and authorizing Attorney-in-Fact to sign in the name and on behalf of the Company Bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, with like effect as if such seal and such signature had been manually affixed and made, hereby is authorized and approved."

In witness whereof, I have hereunto set my hand and affixed the seal of said Corporation, this 8th day of April 19 87

(SEAL)

L. W. Rodney  
Secretary

NON-COLLUSION AFFIDAVIT

The Bidder, by its officers and Caines Const. Co. Inc.

agents or representatives present at the time of filing this bid, being duly sworn on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder, or with any public officer of such City of Fort Wayne, Indiana, whereby such affiant or affiants or either of them, has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give such bidder or public officer anything of value whatever, or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached bids, that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the said bid or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this bid.

Henry B. J.  
V. Pres.

Subscribed and sworn to before me by  
this 6<sup>th</sup> day of April, 1927.

My Commission Expires:

8-2-90

Henry B. J.  
Notary Public  
Resident of Allen County, IN

Subscribed and sworn to before me by  
this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

My Commission Expires:

\_\_\_\_\_

Notary Public  
Resident of \_\_\_\_\_ County, IN

Subscribed and sworn to before me by  
this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

My Commission Expires:

\_\_\_\_\_

Notary Public  
Resident of \_\_\_\_\_ County, IN

Contract No.

CERTIFICATE IN LIEU OF FINANCIAL STATEMENT

I, Henry GAINES JR, the V-Pros.  
(name)  
\_\_\_\_\_  
(position) of GAINES Const Co. INC.  
(company)

hereby certify:

(1) That the Financial Statement of said company, dated the 2th  
day of April, 1907, now on file in the office of the Board of  
Public Works of the City of Fort Wayne, Indiana, which Financial Statement is by  
reference incorporated herein and made a part hereof, is a true and correct  
statement and accurately reflects the financial condition of said company as of  
the date hereof;

(2) That I am familiar with the books of said company showing its financial  
condition and am authorized to make this certificate on its behalf.

Dated: April 8 1907 Henry Gaines Jr  
(signature)

SUBSCRIBED AND SWORN TO before me, a Notary Public, in and for said  
County and State, this 6th day of April, 1907.

Barbara A. Benson

My commission expires:

8-2-20

## CERTIFICATION OF NON-SEGREGATED FACILITIES

Each bidder is required to submit with his bid a fully executed Certificate of Non-Segregated Facilities.

## CERTIFICATION OF NON-SEGREGATED FACILITIES

The bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work area, restrooms and washrooms, restaurant or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The bidder agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date: April 8, 19 87 Garwood Const  
(Name of Bidder)

By Henry Brown

Official Address (including  
ZIP code):

217 W. Wash St. #46525

V-Proc.  
Title

It is the policy of Gaines Const that  
(Company)

equal employment opportunity be afforded to all qualified persons without regard to race, religion, color, sex, or national origin.

In support of this policy Gaines Const will not  
(Company)

discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin.

The Gaines Const will take affirmative action  
(Company)

to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action will include but not be limited to:

RECRUITMENT, ADVERTISING OR SOLICITATION FOR EMPLOYMENT, HIRING, PLACEMENT, UPGRADING, TRANSFER OR DEMOTION, SELECTION FOR TRAINING INCLUDING APPRENTICESHIP, RATES OF PAY OR OTHER FORMS OF COMPENSATION, LAYOFFS OR TERMINATION.

Gaines Const Co. Inc.  
(Name of Company)

Henry Gaines  
(Signature of Company Official)

April 8 1987  
(Date)

CERTIFICATION OF BIDDER/VENDOR

The undersigned, on behalf of Gaines Const Co Inc.  
\_\_\_\_\_, does hereby make the following representations  
to the City of Fort Wayne, Indiana.

WHEREAS, it is acknowledged that the Common Council  
of the City of Fort Wayne, Indiana, has passed an ordinance con-  
demning the apartheid policies of the country of South Africa;

WHEREAS, Council's ordinance requires that all persons,  
firms or corporations submitting bids to the City, for goods and  
services, certify, as part of the bid, that such entity does not  
support the policies of apartheid in South Africa.

The undersigned states, on behalf of Gaines Const Co Inc.  
\_\_\_\_\_, that Gaines Const Co Inc.  
does not support or endorse the policy of apartheid in South Africa.

IN WITNESS WHEREOF, this Certification has been signed  
this 8th day of April, 1987

Gaines Const Co. Inc.  
(Name of Bidder/Vendor)

Henry Gaine, - V-Pres.  
(Name and Title of Person Signing)



## THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING • ONE MAIN STREET • FORT WAYNE, INDIANA 46802

board of public works

TO ALL CONTRACTORS WITHIN THE CITY LIMITS OF FORT WAYNE

Gentlemen:

The City of Fort Wayne Street Department has advised the Fort Wayne Board of Works that the third truck Street Department crews are spending approximately 50% of their time re-erecting barricades placed on various projects throughout the City. This responsibility of maintaining construction signs, barricades, etc., belongs entirely with the contractor.

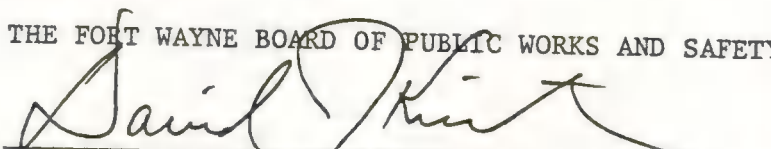
Please refer to the attached copy of the City of Fort Wayne application for permit to cut into Fort Wayne streets, whereby the contractor is responsible to erect and maintain all necessary barricades. The City makes reference to The Indiana Manual on Uniform Traffic Devices for Highway Construction and Maintenance Operations; Indiana State Highway Commission --- date, 1975.

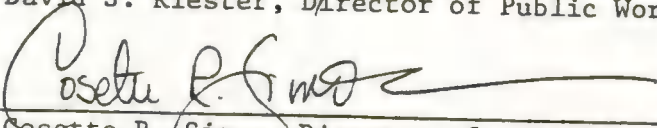
Maintaining these signs shall include necessary stabilizing of the signs whether this be accomplished by embedding the legs of the sign in the street or using sandbags as ballast on the lower crossarms or legs of the signs. Other procedures of installing ballast on signs may be devised by the contractor, however, under no circumstances, shall sandbag ballast be placed on the top of barricades. This has been determined as a hazard to the driving public. Should one of the signs be hit by a car, the sandbag could very well fly through the windshield of the car causing serious injury.

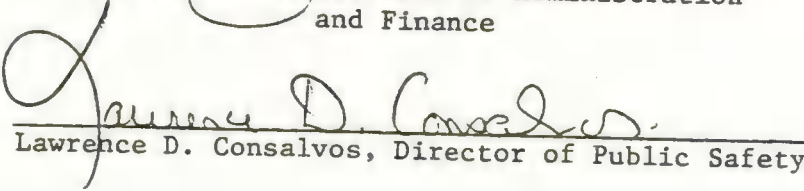
Effective January 1, 1978, a form will be included in bid documents requiring contractor to list name(s) and telephone number (s) of those responsible for maintaining barricades at all hours for each project.

If, after notification by City, contractor's representative does not immediately correct barricade problem and City must perform this work, a charge will be made against contractor.

THE FORT WAYNE BOARD OF PUBLIC WORKS AND SAFETY

  
David J. Kiester, Director of Public Works

  
Cosette R. Simon, Director of Administration  
and Finance

  
Lawrence D. Consalvos, Director of Public Safety

STREET BARRICADE MAINTENANCE INFORMATION

Listed below are the names and telephone numbers of the persons responsible for the maintenance of the barricades necessary for the duration of this contract.

NAME

TELEPHONE NUMBER

Henry Haines  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

483-7280  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Rainier Coast Co. Inc.  
Contractor

Resolution Number 60-87-87

93 32 27 2  
100 100 2  
54 37 09 2

**CONTRACTOR:**

Gains Const. Co. Tax

RES. NO: 6087-87

[illegible]

TOTAL:

83,672.8

13

Note: Contractor will be paid on measured quantities only at unit price bid

B10 1AB

DATE: 4-8-87

B1058:

B1058:

B1058:

FROD HANNA-CREIGHTON ASA 87

RES. NO: 5087-87

FAVES CONST. CO.

REITH-RILEY CONST. CO. TOWN OF CONST. CO.

ITEM NO.	ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT	UNIT COST	EXPEND	UNIT COST	AMOUNT	UNIT COST	AMOUNT
1.	Curb Removal	2770	LF	2.20	6094.00	2.35	6509.50	2.30	6371.00	3.30	9195.00
2.	Concrete Removal	2076	SY	3.25	6747.00	3.35	6954.60	3.60	7473.60	4.25	8823.00
3.	Remove & Replace Type I-C Catch Basin	3	EA	1400.00	4200.00	1700.00	5100.00	1600.00	4800.00	1600.00	4800.00
4.	Granular Fill For Walk	296	TON	5.00	1480.00	9.01	2.86	5.00	1480.00	6.00	1776.00
5.	3.5 Curbface Walk	3600	SF	2.40	8640.00	2.65	9540.00	2.35	8460.00	2.20	7920.00
6.	4" Walk	10965	SF	1.90	20833.50	1.95	21391.75	2.00	21930.00	2.00	21930.00
7.	4" Walk	1600	SF	2.50	4000.00	2.75	4400.00	2.20	3520.00	2.20	3520.00
8.	16" Drive	186	SY	20.00	3720.00	21.00	4116.00	19.00	3724.00	20.00	3920.00
9.	8" Drive/Alley	195	SY	23.00	4485.00	24.00	4680.00	30.00	5850.00	24.00	4680.00
10.	Type III Curb	1962	LF	8.50	16677.00	9.00	17658.00	7.75	15205.50	10.00	19620.00
11.	Adjust Water Valves	15	EA	25.00	375.00	20.00	300.00	65.00	975.00	30.00	450.00
12.	Castng Adjust	3	EA	100.00	300.00	50.00	150.00	150.00	450.00	50.00	150.00
13.	Asphalt Patching	2600	LF	1.00	2600.00	0.01	26.00	1.00	2600.00	1.00	2600.00
14.	Top Soil	145	TON	8.00	1160.00	0.01	1.45	12.00	1740.00	8.00	1160.00
15.	Prime Grade, Seed, Mulch & Fertilizer	2441	SY	1.00	2441.00	1.65	4027.65	0.90	2196.90	0.90	976.40
16.											
17.											
18.											
TOTAL:					\$83,902.50		\$84,847.91		\$86,126.00		\$91,560.40

1% over 1.11% over 2.58% over 8.76%  
 1% under 0.00% under 0.00% under 0.00%

IMPROVEMENT RESOLUTION

FOR CURB AND SIDEWALK

NO. 6087-87

RESOLVED BY THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve:

- 1) HANNA STREET From Taber Street to Pontiac Street with new sidewalks and curbs.
- 2) PONTIAC STREET From Anthony Blvd. to Central Avenue - North Side Only with new Curbface Walk


This project also known as HANNA-CREIGHTON NSA'87

all in accordance with the specifications on file in the office of the Department of Public Works and Safety of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works and Safety that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by Community Development & Planning.

Adopted, this 18<sup>th</sup> day of March, 19 87.

BOARD OF PUBLIC WORKS & SAFETY

  
Casette R. Smith  
J.D. Conacher

ATTEST: Alex D. Lockwood  
Secretary and Clerk

TITLE OF ORDINANCE Contract for Res. 6087-87, Hanna-Creighton NSA'87

DEPARTMENT REQUESTING ORDINANCE Board of Public Works & Safety

SYNOPSIS OR ORDINANCE The Contract for Res. 6087-87, Hanna-Creighton NSA

'87, is for the improvement of the following: 1) HANNA STREET from

Taber Street to Pontiac Street with new sidewalks & curbs

2) PONTIAC STREET from Anthony Blvd. to Central Avenue - North Side

Only with new curbface Walk. Gaines Construction is the Contractor.

*87-04-56*

EFFECT OF PASSAGE Improved curbs and walks at above area.

EFFECT OF NON-PASSAGE \_\_\_\_\_

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$84,847.81

ASSIGNED TO COMMITTEE \_\_\_\_\_

BILL NO. S-87-04-56

REPORT OF THE COMMITTEE ON PUBLIC WORKS

WE, YOUR COMMITTEE ON PUBLIC WORKS TO WHOM WAS

REFERRED AN (ORDINANCE) ~~XXXXXXXXXX~~ (RESOLUTION) approving the Contract for

Res. 6087-87, Hanna-Creighton NSA '87 between Gaines Construction

and the City of Fort Wayne, Indiana, in connection with the Board

of Public Works and Safety

HAVE HAD SAID (ORDINANCE) ~~XXXXXXXXXX~~ (RESOLUTION) UNDER CONSIDERATION AND BEG  
LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE)  
(RESOLUTION) \_\_\_\_\_

YES

NO

Samuel J. Talarico

SAMUEL J. TALARICO  
CHAIRMAN

Janet G. Bradbury

JANET G. BRADBURY  
VICE CHAIRPERSON

PAUL M. BURNS

J. M.

JAMES S. STIER

Charles B. Redd

CHARLES B. REDD

CONCURRED IN

5-12-87

SANDRA E. KENNEDY  
CITY CLERK